



THE CITY OF WINNIPEG

REQUEST FOR PROPOSAL

RFP NO. 1070-2015

PROVISION OF INSURANCE AND RELATED RISK MANAGEMENT SERVICES

TABLE OF CONTENTS

PART A - PROPOSAL SUBMISSION

Form A: Proposal	1
Form N: Insurance Broker/Advisor and Related Services	3

PART B - BIDDING PROCEDURES

B1. Contract Title	1
B2. Submission Deadline	1
B3. Enquiries	1
B4. Confidentiality	1
B5. No Contact	2
B6. Addenda	2
B7. Substitutes	2
B8. Proposal Submission	3
B9. Proposal	4
B10. Fee(s) for Service	4
B11. Insurance Broker/Advisor and Related Services	5
B12. Disclosure	5
B13. Qualification	5
B14. Opening of Proposals and Release of Information	6
B15. Irrevocable Offer	6
B16. Withdrawal of Offers	6
B17. Interviews	7
B18. Negotiations	7
B19. Evaluation of Proposals	7
B20. Award of Contract	8

PART C - GENERAL CONDITIONS

C0. General Conditions	1
------------------------	---

PART D - SUPPLEMENTAL CONDITIONS

General

D1. General Conditions	1
D2. Scope of Services	1
D3. Definitions	1
D4. Contract Administrator	2
D5. Ownership of Information, Confidentiality and Non Disclosure	2
D6. Intellectual Property	2
D7. Notices	3

Submissions

D8. Authority to Carry on Business	3
D9. Insurance	3

Control of Work

D10. Commencement	4
D11. Orders for Service	4
D12. Records	4

Measurement and Payment

D13. Invoices	4
D14. Payment	5

Warranty

D15. Warranty	5
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PART E - SPECIFICATIONS

General

E1. Applicable Specifications	1
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E2. Background Information	1
E3. Appendix A	1

PART B - BIDDING PROCEDURES

B1. CONTRACT TITLE

B1.1 PROVISION OF INSURANCE AND RELATED RISK MANAGEMENT SERVICES

B2. SUBMISSION DEADLINE

B2.1 The Submission Deadline is 12:00 noon Winnipeg time, August 19, 2016.

B2.2 Proposals determined by the Manager of Materials to have been received later than the Submission Deadline will not be accepted and will be returned upon request.

B2.3 The Contract Administrator or the Manager of Materials may extend the Submission Deadline by issuing an addendum at any time prior to the time and date specified in B2.1.

B3. ENQUIRIES

B3.1 All enquiries shall be directed to the Contract Administrator identified in D4.1.

B3.2 If the Proponent finds errors, discrepancies or omissions in the Request for Proposal, or is unsure of the meaning or intent of any provision therein, the Proponent shall promptly notify the Contract Administrator of the error, discrepancy or omission at least five (5) Business Days prior to the Submission Deadline.

B3.3 If the Proponent is unsure of the meaning or intent of any provision therein, the Proponent should request clarification as to the meaning or intent prior to the Submission Deadline.

B3.4 Responses to enquiries which, in the sole judgment of the Contract Administrator, require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator to all Proponents by issuing an addendum.

B3.5 Responses to enquiries which, in the sole judgment of the Contract Administrator, do not require a correction to or a clarification of the Request for Proposal will be provided by the Contract Administrator only to the Proponent who made the enquiry.

B3.6 All correspondence or contact by Proponents with the City in respect of this RFP must be directly and only with the Contract Administrator. Failure to restrict correspondence and contact to the Contract Administrator may result in the rejection of the Proponents Proposal Submission.

B3.7 The Proponent shall not be entitled to rely on any response or interpretation received pursuant to B3 unless that response or interpretation is provided by the Contract Administrator in writing.

B4. CONFIDENTIALITY

B4.1 Information provided to a Proponent by the City or acquired by a Proponent by way of further enquiries or through investigation is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator. The use and disclosure of the confidential information shall not apply to information which:

- (a) was known to the Proponent before receipt hereof; or
- (b) becomes publicly known other than through the Proponent; or
- (c) is disclosed pursuant to the requirements of a governmental authority or judicial order.

B4.2 The Proponent shall not make any statement of fact or opinion regarding any aspect of the Bid Opportunity to the media or any member of the public without the prior written authorization of the Contract Administrator.

B5. NO CONTACT

B5.1 Bidders shall not contact or solicit the insurance markets or reinsurers on behalf of the City prior to the award of the Contract. Bidders are advised that doing so may result in their Proposal Submission being rejected.

B6. ADDENDA

B6.1 The Contract Administrator may, at any time prior to the Submission Deadline, issue addenda correcting errors, discrepancies or omissions in the Request for Proposal, or clarifying the meaning or intent of any provision therein.

B6.2 The Contract Administrator will issue each addendum at least two (2) Business Days prior to the Submission Deadline, or provide at least two (2) Business Days by extending the Submission Deadline.

B6.2.1 Addenda will be available on the Bid Opportunities page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/bidopp.asp>

B6.2.2 The Proponent is responsible for ensuring that he/she has received all addenda and is advised to check the Materials Management Division website for addenda regularly and shortly before the Submission Deadline, as may be amended by addendum.

B6.3 The Proponent shall acknowledge receipt of each addendum in Paragraph 9 of Form A: Proposal. Failure to acknowledge receipt of an addendum may render a Proposal non-responsive.

B7. SUBSTITUTES

B7.1 The Work is based on the Plant, Materials and methods specified in the Request for Proposal.

B7.2 Substitutions shall not be allowed unless application has been made to and prior approval has been granted by the Contract Administrator in writing.

B7.3 Requests for approval of a substitute will not be considered unless received in writing by the Contract Administrator at least five (5) Business Days prior to the Submission Deadline.

B7.4 The Proponent shall ensure that any and all requests for approval of a substitute:

- (a) provide sufficient information and details to enable the Contract Administrator to determine the acceptability of the Plant, Material or method as either an approved equal or alternative;
- (b) identify any and all changes required in the applicable Work, and all changes to any other Work, which would become necessary to accommodate the substitute;
- (c) identify any anticipated cost or time savings that may be associated with the substitute;
- (d) certify that, in the case of a request for approval as an approved equal, the substitute will fully perform the functions called for by the general design, be of equal or superior substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract;
- (e) certify that, in the case of a request for approval as an approved alternative, the substitute will adequately perform the functions called for by the general design, be similar in substance to that specified, is suited to the same use and capable of performing the same function as that specified and can be incorporated into the Work, strictly in accordance with the Contract.

- B7.5 The Contract Administrator, after assessing the request for approval of a substitute, may in his/her sole discretion grant approval for the use of a substitute as an “approved equal” or as an “approved alternative”, or may refuse to grant approval of the substitute.
- B7.6 The Contract Administrator will provide a response in writing, at least two (2) Business Days prior to the Submission Deadline, to the Proponent who requested approval of the substitute.
- B7.6.1 The Contract Administrator will issue an Addendum, disclosing the approved materials, equipment, methods and products to all potential Proponents. The Proponent requesting and obtaining the approval of a substitute shall be responsible for disseminating information regarding the approval to any person or persons he/she wishes to inform.
- B7.7 If the Contract Administrator approves a substitute as an “approved equal”, any Proponent may use the approved equal in place of the specified item.
- B7.8 If the Contract Administrator approves a substitute as an “approved alternative”, any Proponent bidding that approved alternative may base his/her Total Bid Price upon the specified item but may also indicate an alternative price based upon the approved alternative. Such alternatives will be evaluated in accordance with B19.
- B7.9 No later claim by the Contractor for an addition to the Total Bid Price because of any other changes in the Work necessitated by the use of an approved equal or an approved alternative will be considered.

B8. PROPOSAL SUBMISSION

- B8.1 The Proposal shall consist of the following components:
- (a) Form A: Proposal;
 - (b) Fee(s) for Service in accordance with B10; and
 - (c) Form N: Insurance Broker/Advisor and Related Services.
- B8.2 Further to B8.1 all components of the Proposal shall be fully completed or provided in the order indicated, and submitted by the Proponent no later than the Submission Deadline, with all required entries made clearly and completely, to constitute a responsive Proposal.
- B8.3 Proponents should submit one (1) unbound 8.5” x 11” original (marked “original”) and eight (8) copies (copies can be in any size format) for sections identified in B8.1.
- B8.4 Proposal format, including type of binding, number of pages, size of pages and, font, etc., will not be regulated, except that the Proposal should contain a table of contents, page numbering and should be in the Sections identified above. Proponents are encouraged to use their creativity to submit a Proposal which provides the requested information for evaluation and other information which illustrates the strength of their team.
- B8.5 Proponents are advised that inclusion of terms and conditions inconsistent with the Request for Proposal, will be evaluated in accordance with B19.1(a).
- B8.6 The Proposal shall be submitted enclosed and sealed in an envelope/package clearly marked with the RFP number and the Proponent's name and address.
- B8.7 Proposals submitted by facsimile transmission (fax) or internet electronic mail (e-mail) will not be accepted.
- B8.8 Proposals shall be submitted to:
- The City of Winnipeg
Corporate Finance Department
Materials Management Division
185 King Street, Main Floor
Winnipeg MB R3B 1J1

B8.9 Any cost or expense incurred by the Proponent that is associated with the preparation of the Proposal shall be borne solely by the Proponent.

B9. PROPOSAL

B9.1 The Proponent shall complete Form A: Proposal, making all required entries.

B9.2 Paragraph 2 of Form A: Proposal shall be completed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, his/her name shall be inserted;
- (b) if the Proponent is a partnership, the full name of the partnership shall be inserted;
- (c) if the Proponent is a corporation, the full name of the corporation shall be inserted;
- (d) if the Proponent is carrying on business under a name other than his/her own, the business name and the name of every partner or corporation who is the owner of such business name shall be inserted.

B9.2.1 If a Proposal is submitted jointly by two or more persons, each and all such persons shall identify themselves in accordance with B9.2.

B9.3 In Paragraph 3 of Form A: Proposal, the Proponent shall identify a contact person who is authorized to represent the Proponent for purposes of the Proposal.

B9.4 Paragraph 11 of Form A: Proposal shall be signed in accordance with the following requirements:

- (a) if the Proponent is a sole proprietor carrying on business in his/her own name, it shall be signed by the Proponent;
- (b) if the Proponent is a partnership, it shall be signed by the partner or partners who have authority to sign for the partnership;
- (c) if the Proponent is a corporation, it shall be signed by its duly authorized officer or officers and the corporate seal, if the corporation has one, should be affixed;
- (d) if the Proponent is carrying on business under a name other than his/her own, it shall be signed by the registered owner of the business name, or by the registered owner's authorized officials if the owner is a partnership or a corporation.

B9.4.1 The name and official capacity of all individuals signing Form A: Proposal should be printed below such signatures.

B9.5 If a Proposal is submitted jointly by two or more persons, the word "Proponent" shall mean each and all such persons, and the undertakings, covenants and obligations of such joint Proponents in the Proposal and the Contract, when awarded, shall be both joint and several.

B10. FEE(S) FOR SERVICE

B10.1 The Bidders shall submit Fees for Service, based on the services outlined in Form N: Section C.

B10.1.1 Fees shall be in Canadian funds.

B10.2 In addition, the Bidder should propose Fees for any other related services not specifically listed in Form N: Section C, which may be beneficial and desirable to the City.

B10.3 Proponents may, but are not required to, propose Fees for more than one section based on being successful for more than one area of the Insurance or Related Risk Management Services, however fees and or commissions must be disclosed.

B10.4 The successful proponent for Autopac service to the City will earn the standard commissions and fees set by Manitoba Public Insurance on Autopac transactions.

- B10.4.1 Notwithstanding B10.4, successful proponent(s) will earn a disclosed commission or fee-for-service for all other insurance and risk management related services. Premiums for insurance policies payable by the City shall be invoiced on a disclosed commission or “net of commissions”
- B10.4.2 Notwithstanding C11.1.1, Fees shall not include the Goods and Services Tax (GST) or Manitoba Retail Sales Tax (MRST, also known as PST), which shall be extra where applicable.
- B10.5 Payments made to Contractors are to be determined by the Work actually performed and completed by the Contractors.
- B10.6 Prices from Non-Resident Bidders are subject to a Non-Resident Withholding Tax pursuant to the Income Tax Act (Canada).

B11. INSURANCE BROKER/ADVISOR AND RELATED SERVICES

- B11.1 The Proponent shall provide a written response answering each question on Form N: Insurance Broker/Advisor and Related Services.

B12. DISCLOSURE

- B12.1 Various Persons provided information or services with respect to this Work. In the City's opinion, this relationship or association does not create a conflict of interest because of this full disclosure. Where applicable, additional material available as a result of contact with these Persons is listed below.
- B12.2 The Persons are:
(a) N/A

B13. QUALIFICATION

- B13.1 The Proponent shall:
- (a) undertake to be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Proponent does not carry on business in Manitoba, in the jurisdiction where the Proponent does carry on business; and
 - (b) be financially capable of carrying out the terms of the Contract; and
 - (c) have all the necessary experience, capital, organization, and equipment to perform the Work in strict accordance with the terms and provisions of the Contract.
- B13.2 The Proponent and any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) be responsible and not be suspended, debarred or in default of any obligations to the City. A list of suspended or debarred individuals and companies is available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/debar.stm>
- B13.3 The Proponent and/or any proposed Subcontractor (for the portion of the Work proposed to be subcontracted to them) shall:
- (a) have successfully carried out work similar in nature, scope and value to the Work; and
 - (b) be fully capable of performing the Work required to be in strict accordance with the terms and provisions of the Contract; and
 - (c) have a written workplace safety and health program, if required, pursuant to The Workplace Safety and Health Act (Manitoba);

- B13.4 The Proponent shall submit, within three (3) Business Days of a request by the Contract Administrator, proof satisfactory to the Contract Administrator of the qualifications of the Proponent and of any proposed Subcontractor.
- B13.5 The Proponent shall provide, on the request of the Contract Administrator, full access to any of the Proponent's equipment and facilities to confirm, to the Contract Administrator's satisfaction, that the Proponent's equipment and facilities are adequate to perform the Work.

B14. OPENING OF PROPOSALS AND RELEASE OF INFORMATION

- B14.1 Proposals will not be opened publicly.
- B14.2 After award of Contract, the name(s) of the successful Proponent(s) will be available on the Closed Bid Opportunities (or Public/Posted Opening & Award Results) page at The City of Winnipeg, Corporate Finance, Materials Management Division website at <http://www.winnipeg.ca/matmgt/>
- B14.3 To the extent permitted, the City shall treat all Proposal Submissions as confidential, however the Proponent is advised that any information contained in any Proposal may be released if required by City policy or procedures, by The Freedom of Information and Protection of Privacy Act (Manitoba), by other authorities having jurisdiction, or by law.
- B14.4 Following the award of Contract, a Proponent will be provided with information related to the evaluation of his/her submission upon written request to the Contract Administrator.

B15. IRREVOCABLE OFFER

- B15.1 The Proposal(s) submitted by the Proponent shall be irrevocable for the time period specified in Paragraph 10 of Form A: Proposal.
- B15.2 The acceptance by the City of any Proposal shall not release the Proposals of the other responsive Proponents and these Proponents shall be bound by their offers on such Work until a Contract for the Work has been duly executed and the performance security furnished as herein provided, but any offer shall be deemed to have lapsed unless accepted within the time period specified in Paragraph 10 of Form A: Proposal.

B16. WITHDRAWAL OF OFFERS

- B16.1 A Proponent may withdraw his/her Proposal without penalty by giving written notice to the Manager of Materials at any time prior to the Submission Deadline.
- B16.1.1 Notwithstanding C22.5, the time and date of receipt of any notice withdrawing a Proposal shall be the time and date of receipt as determined by the Manager of Materials.
- B16.1.2 The City will assume that any one of the contact persons named in Paragraph 3 of Form A: Proposal or the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal, and only such person, has authority to give notice of withdrawal.
- B16.1.3 If a Proponent gives notice of withdrawal prior to the Submission Deadline, the Manager of Materials will:
- (a) retain the Proposal until after the Submission Deadline has elapsed;
 - (b) open the Proposal to identify the contact person named in Paragraph 3 of Form A: Proposal and the Proponent's authorized representatives named in Paragraph 11 of Form A: Proposal; and
 - (c) if the notice has been given by any one of the persons specified in B16.1.3(b), declare the Proposal withdrawn.
- B16.2 A Proponent who withdraws his/her Proposal after the Submission Deadline but before his/her offer has been released or has lapsed as provided for in B15.2 shall be liable for such damages

as are imposed upon the Proponent by law and subject to such sanctions as the Chief Administrative Officer considers appropriate in the circumstances. The City, in such event, shall be entitled to all rights and remedies available to it at law.

B17. INTERVIEWS

B17.1 The Contract Administrator may, in his/her sole discretion, interview Proponents during the evaluation process.

B18. NEGOTIATIONS

B18.1 The City reserves the right to negotiate details of the Contract with any Proponent. Proponents are advised to present their best offer, not a starting point for negotiations in their Proposal Submission.

B18.2 The City may negotiate with the Proponents submitting, in the City's opinion, the most advantageous Proposals. The City may enter into negotiations with one or more Proponents without being obligated to offer the same opportunity to any other Proponents. Negotiations may be concurrent and will involve each Proponent individually. The City shall incur no liability to any Proponent as a result of such negotiations.

B18.3 If, in the course of negotiations pursuant to B18.2 or otherwise, the Proponent amends or modifies a Proposal after the Submission Deadline, the City may consider the amended Proposal as an alternative to the Proposal already submitted without releasing the Proponent from the Proposal as originally submitted.

B19. EVALUATION OF PROPOSALS

B19.1 Award of the Contract shall be based on the following evaluation criteria:

- (a) compliance by the Proponent with the requirements of the Request for Proposal or acceptable deviation therefrom: (pass/fail)
- (b) qualifications of the Proponent and the Subcontractors, if any, pursuant to B13: (pass/fail)
- (c) Fees for Service and Commissions 20%
- (d) Experience of Proponent and Subcontractor (Form N, Section A) 20%
- (e) Commercial Expertise and Resources (Form N, Section B) 20%
- (f) Services (From N, Section C) 20%
- (g) Risk Management Expertise and Resources (Form N, Section D) 10%
- (h) Technology (Form N, Section E) 5%
- (i) Transition and Implementation Plan (Form N, Section F) 5%

B19.2 Further to B19.1(a), the Award Authority may reject a Proposal as being non-responsive if the Proposal is incomplete, obscure or conditional, or contains additions, deletions, alterations or other irregularities. The Award Authority may reject all or any part of any Proposal, or waive technical requirements or minor informalities or irregularities if the interests of the City so require.

B19.3 Further to B19.1(b), the Award Authority shall reject any Proposal submitted by a Proponent who does not demonstrate, in his/her Proposal or in other information required to be submitted, that he/she is responsible and qualified.

B19.4 Further to B19.1(a), the Total Score from RFQ, shall be the Proponent's total score from the RFQ weighted at the value indicated in B19.1(a).

- B19.5 Further to B19.1(c), the Fees for Service shall be evaluated considering the information submitted. The Proponent who submits the best overall package of service fees and value will receive highest marks and all other Proponents will be prorated accordingly.
- B19.6 Further to B19.1(d), Experience of Proponent and Subcontractor will be evaluated considering the experience of the Proponent on projects of similar size and complexity as well as other information requested.
- B19.7 Further to B19.1(e), Commercial Expertise and Resources will be evaluated considering the Proponent's commercial insurance experience and/or considering or any information submitted.
- B19.8 Further to B19.1(f) Services will be evaluated considering the Proponent's proposal or any other information required to be submitted.
- B19.9 Further to B19.1(g) Risk Management Expertise and Resources will be evaluated considering the Proponent's proposal or in other information required to be submitted.
- B19.10 Further to B19.1(h), Technology will be evaluated considering the Proponent's proposal or in other information required to be submitted.
- B19.11 Further to B19.1(i) Transition and Implementation Plan will be evaluated considering the Proponent's proposal or in other information required to be submitted.
- B19.12 Notwithstanding B19.1(d)toB19.1(i), where Proponents fail to provide a response to B8.1(b) toB8.1(c), the score of zero may be assigned to the incomplete part of the response.
- B19.13 Notwithstanding B10 and B11, the Proponent may, but is not required to, bid on any one or more section of the Insurance or Related Risk Management Services.

B20. AWARD OF CONTRACT

- B20.1 Notwithstanding the following, the City intends to establish an Approved Broker/Advisor Schedule in order to carry out the requirements of the RFP.
- B20.2 The City will give notice of the Bidders inclusion on an Approved Broker/Advisor Schedule by way of a letter of intent, or will give notice that no award will be made.
- B20.3 The City will have no obligation to award a Contract to a Proponent, even though one or all of the Proponents are determined to be responsible and qualified, and the Proposals are determined to be responsive.
- B20.3.1 Without limiting the generality of B20.3, the City will have no obligation to award a Contract where:
- (a) the prices exceed the available City funds for the Work;
 - (b) the prices are materially in excess of the prices received for similar work in the past;
 - (c) the prices are materially in excess of the City's cost to perform the Work, or a significant portion thereof, with its own forces;
 - (d) only one Proposal is received; or
 - (e) in the judgment of the Award Authority, the interests of the City would best be served by not awarding a Contract.
- B20.4 Where an award of Contract is made by the City, the award shall be made to the responsible and qualified Proponent submitting the most advantageous offer.
- B20.4.1 Following the award of contract, a Proponent will be provided with information related to the evaluation of his/her Proposal upon written request to the Contract Administrator.
- B20.5 The City will award individual Contracts, as required, to approved brokers/advisors listed on the Approved Broker/Advisor Schedule.

- B20.6 The City intends to award areas of the insurance and risk related services to various Contractors listed on the Approved Broker/Advisor Schedule as defined in Definitions – D3.1. The City reserves the right to purchase any given service from one or more Contractors or multiple services from any one Contractor.
- B20.7 Notwithstanding B25.5 the City shall not be obligated to award any specific item to the responsible Bidder submitting the lowest evaluated responsive Bid for a specific service and shall have the right to choose the alternative which is in its best overall interests.

PART C - GENERAL CONDITIONS

C0. GENERAL CONDITIONS

- C0.1 The *General Conditions for Supply of Services* (Revision 2007 04 12) are applicable to the Work of the Contract.
- C0.1.1 The *General Conditions for Supply of Services* are available on the Information Connection page at The City of Winnipeg, Corporate Finance, Materials Management Division website at http://www.winnipeg.ca/matmgt/gen_cond.stm
- C0.1.2 A reference in the Request for Proposal to a section, clause or subclause with the prefix “**C**” designates a section, clause or subclause in the *General Conditions for Supply of Services*.

PART D - SUPPLEMENTAL CONDITIONS

GENERAL

D1. GENERAL CONDITIONS

D1.1 In addition to the *General Conditions for Supply of Services*, these Supplemental Conditions are applicable to the Work of the Contract.

D2. SCOPE OF SERVICES

D2.1 The Work to be done by those listed on the Approved Broker/Advisor Schedule shall, on a selected basis, consist of some or all of:

- (a) General insurance and Autopac services;
- (b) Risk management services; and
- (c) Project work including but not limited to Private and Public Partnerships, Owner Controlled Insurance Programs, and specific consulting projects as required at the request of the Risk Management Division of the City.
- (d) Other related services as described in Form N Section (D).

D2.2 The Approved Broker/Advisor Schedule shall be for a period of five (5) years effective January 1, 2017 to December 31, 2021. And, shall include the option of one (1) mutually agreed upon one (1) year extension.

D2.1.1 The City may negotiate the extension option with the Contractor within ninety (90) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Contractor as a result of such negotiations.

D2.1.2 Changes resulting from such negotiations shall become effective on January 1, 2022. Changes to the Contract shall not be implemented by the Contractor without written approval by the Contract Administrator.

D2.3 Notwithstanding D2.1, the type and quantity of Work to be performed under this Contract is subject to annual approval of monies therefore in a budget by Council. Proponents are advised that monies have been approved for work up to and including December 31, 2021.

D2.4 Notwithstanding the foregoing, the City may remove a Broker/Advisor from the Approved Broker/Advisor Schedule upon ninety (90) Calendar Days written notice by the Contract Administrator in the event that operational changes result in substantial changes to the requirement for the Work. The City further reserves the right and may engage non-approved Brokers/Advisors from time to time as demanded by unique or specific risk management services as required for specific projects and within the parameters set out periodically by the Chief Financial Officer.

D2.5 Further to C17 should a material change in service, key personnel, market access or business model that directly affects a contractor's ability to perform specified service, the City reserves the right to remove brokers/advisors.

D2.6 The City reserves the right to allow current specific non-core insurance policies to remain in place with existing Advisor/Brokers and insurance carriers.

D3. DEFINITIONS

D3.1 When used in this Request for Proposal:

- (a) "**Approved Broker/Advisor Schedule**" means those brokers/advisors who are authorized by the City of Winnipeg to act on their behalf as a result of the City's RFP No. 1070-2015 "Provision of Insurance and Related Risk Management Services"

- (b) "**Business Day**" means any Calendar Day, other than Saturday, Sunday, or a Statutory or Civic Holiday;
- (c) "**Insurance Broker/Advisor**" means any commercial insurance or risk management services provider, regardless of form, including but not limited to agent, broker and direct writer;
- (d) "**Proponent**" means any Person or Persons submitting a Proposal for Services; and
- (e) "**Submission Deadline and Time and Date Set for the Final Receipt of Bids**" means the time and date set out in the Bidding Procedures for the final receipt of Proposals.

D4. CONTRACT ADMINISTRATOR

D4.1 The Contract Administrator is:

Cindy Bauer CIP CRM
Corporate Risk Manager

Telephone No. 204 986-5252
Email Address: cbauer@winnipeg.ca

D4.2 At the pre-commencement meeting, the Contract Administrator will identify additional personnel representing the Contract Administrator and their respective roles and responsibilities for the Work.

D4.3 **Bids Submissions must be submitted to the address in B8.**

D5. OWNERSHIP OF INFORMATION, CONFIDENTIALITY AND NON DISCLOSURE

D5.1 Information provided to the Contractor by the City or acquired by the Contractor during the course of the work is confidential. Such information shall not be used or disclosed in any way without the prior written authorization of the Contract Administrator.

D5.2 The Contract, all deliverables produced or developed, and information provided to or acquired by the Contractor are the property of the City and shall not be appropriated for the Contractors own use, or for the use of any third party.

D5.3 The Contractor shall not make any public announcements or press releases regarding the Contract, without the prior written authorization of the Contract Administrator.

D5.4 The following shall be confidential and shall not be disclosed by the Contractor to the media or any member of the public without the prior written authorization of the Contract Administrator;

- (a) information provided to the Contractor by the City or acquired by the Contractor during the course of the Work;
- (b) the Contract, all deliverables produced or developed; and
- (c) any statement of fact or opinion regarding any aspect of the Contract.

D5.5 A Contractor who violates any provision of D5 may be determined to be in breach of Contract.

D6. INTELLECTUAL PROPERTY

D6.1 All insurance wordings, proprietary programs, proprietary processes, reports, technology and other deliverables shall become the property of the City upon full payment of all monies owed to the Broker/Advisor, for Services under this Contract that have been properly rendered to date, with the exception of the materials and information in the possession of the Consultant prior to the commencement of this project, and the Consultant's copyright in such property, if any, is hereby assigned to the City.

D6.2 For greater clarity, any disclaimer that is included in or on any Deliverable to limit the use by the City of such Deliverable as provided for under this Agreement shall have no force and effect and

will not alter the terms of this Agreement, unless the terms of that disclaimer are expressly agreed to by both parties in written as an amendment to this Agreement.

- D6.3 Upon completion of the Services or termination of this Contract, all of the Deliverables shall be delivered by the Broker Advisor to the City on demand by the City. The Consultant may retain one complete set of the Deliverables for its records and the City shall make the originals, or a reasonable reproduction thereof, available to the Consultant for all proper and reasonable purposes during the period of five (5) years following the completion or termination of the Consultant's Services under this Contract.

D7. NOTICES

- D7.1 Notwithstanding C22.3, all notices of appeal to the Chief Administrative Officer shall be sent to the attention of the Chief Financial Officer at the following facsimile number:

The City of Winnipeg
Chief Financial Officer

Facsimile No.: 204 949-1174

- D7.2 **Bid Submissions must not be submitted to this facsimile number. Bids must be submitted in accordance with B8.**

SUBMISSIONS

D8. AUTHORITY TO CARRY ON BUSINESS

- D8.1 The Contractor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Contractor does not carry on business in Manitoba, in the jurisdiction where the Contractor does carry on business, throughout the term of the Contract, and shall provide the Contract Administrator with evidence thereof upon request.

D9. INSURANCE

- D9.1 The Contractor shall provide and maintain the following insurance coverage:

- (a) commercial general liability insurance, in the amount of at least two million dollars (\$2,000,000.00) inclusive, with The City of Winnipeg added as an additional insured; such liability policy to also contain a cross-liability clause, non-owned automobile liability and products and completed operations cover, to remain in place at all times during the performance of the Work;
- (b) if applicable, Automobile Liability Insurance covering all motor vehicles, owned and operated and used or to be used by the Contractor directly or indirectly in the performance of the Service. The Limit of Liability shall not be less than \$2,000,000 inclusive for loss or damage including personal injuries and death resulting from any one accident or occurrence;
- (c) Contractor shall provide and maintain professional liability insurance to remain in place at all times during the performance of the Work and one (1) year after completion of the Contract. Deductible levels and deductibles structure are to be disclosed in bidder's submissions and shall in all cases be borne by the bidder in the event of a claim. This requirement will form part of evaluation process in B19.1.

- D9.2 Deductibles shall be borne by the Contractor.

- D9.3 The Contractor shall provide the Contract Administrator with a certificate(s) of insurance, in a form satisfactory to the City Solicitor, at least two (2) Business Days prior to the commencement of any Work on the Site.

- D9.4 The Contractor shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Contract Administrator.
- D9.5 All policies shall be taken out with insurers licensed to, and carrying on business in the Province of Manitoba.
- D9.6 The City shall have the right to alter the limits and/or coverages as reasonably required from time to time during the continuance of this agreement.

CONTROL OF WORK

D10. COMMENCEMENT

- D10.1 The Contractor shall not commence any Work until he/she is in receipt of a notice of award from the City authorizing the commencement of the Work.
- D10.2 The Contractor shall not commence any Work on the Site until:
- (a) the Contract Administrator has confirmed receipt and approval of:
 - (i) evidence of authority to carry on business specified in D8; and
 - (ii) evidence of the insurance specified in D9.
 - (b) the Contractor has attended a meeting with the Contract Administrator, or the Contract Administrator has waived the requirement for a meeting.

D11. ORDERS FOR SERVICE

- D11.1 The Contractor shall provide a local Winnipeg telephone number or a toll-free telephone number at which orders for service may be placed.
- D11.2 The Contractor shall provide a toll-free telephone numbers at which telephone conference calls may be placed.

D12. RECORDS

- D12.1 The Contractor shall keep detailed records of the services supplied under the Contract.
- D12.2 The Contractor shall record, as a minimum:
- (a) order date(s);
 - (b) service date(s); and
 - (c) description and quantity of services provided.
- D12.3 The Contractor shall provide the Contract Administrator with a copy of the records for each quarter year within fifteen (15) Calendar Days of a request of the Contract Administrator.
- D12.4 The Contractor shall provide the Contract Administrator on an annual basis, the amount of the standard Autopac commissions earned for the services provided.

MEASUREMENT AND PAYMENT

D13. INVOICES

- D13.1 Further to C11, the Contractor shall submit an invoice for each portion of Work performed to:
- The City of Winnipeg
Corporate Finance - Accounts Payable
4th Floor, Administration Building, 510 Main Street
Winnipeg MB R3B 1B9

Facsimile No.: 204 949-0864
Email: CityWpgAP@winnipeg.ca

D13.2 Invoices must clearly indicate, as a minimum:

- (a) The City's purchase order number
- (b) date the services were completed;
- (c) type of services provided;
- (d) the amount payable with GST and MRST shown as separate amounts; and
- (e) the Contractor's GST registration number.

D13.3 The City will bear no responsibility for delays in approval of invoices which are improperly submitted.

D13.4 **Bid Submissions must not be submitted to the above facsimile number. Bids must be submitted in accordance with B8.**

D14. PAYMENT

D14.1 Further to C10, payment shall be in Canadian funds net thirty (30) Calendar Days after receipt and approval of the Contractor's invoice.

D14.2 Further to C10, the City may at its option pay the Contractor by direct deposit to the Contractor's banking institution.

WARRANTY

D15. WARRANTY

D15.1 Notwithstanding C12, Warranty does not apply to this Contract.

PART E - SPECIFICATIONS

GENERAL

E1. APPLICABLE SPECIFICATIONS

- E1.1 These Specifications shall apply to the Work.
- E1.2 Proponents are reminded that requests for approval of substitutes as an approved equal or an approved alternative shall be made in accordance with B7.

E2. BACKGROUND INFORMATION

- E2.1 The City of Winnipeg operates under the City of Winnipeg Charter Act as a municipal government in the Province of Manitoba; consists of an elected Mayor and Council, and related committees, and administrative and operating departments; provides such services as, but not limited to, animal services, financial management, recreation programs, community resources, fire, paramedic, museums, cemeteries, inspections, permits, recreation facilities, insect control (aerial and ground), public works, streets, fleet management, overpasses and bridge infrastructure, gravel pit, street clearing and maintenance, sewer infrastructure, public transit system, water and waste systems, and police services, including a police helicopter.
- E2.2 The City has in excess of \$6 billion worth of buildings and contents, including, but not limited to, parks and cultural facilities, swimming pools, recreation centres, fire/paramedic stations, police stations, arenas, libraries, community centres, golf courses, business offices, buildings, museums, pump stations, landfill, zoo, tax sale properties, parkades, repair facilities, garages, water reservoirs, aqueduct, water treatment plants, aqueduct railroad, wastewater pollution control centres, skateboard parks, underground concourse, overhead walkways, cemeteries, computer systems and equipment, bridges etc.
- E2.3 The City has three (3) main fleets of approximately 625 buses and 1,900 licensed vehicles (including light, heavy and fire apparatus), plus a large fleet of unlicensed equipment.
- E2.4 The City has an Insurance Reserve Fund with a forecasted 2016 balance of approximately 2 million.
- E2.5 The City has an insurance program that includes, but may not be limited to, insurance requirements as outlined in Appendix A of this proposal.
- E2.6 The City's regular Business Hours are between 8:30 AM and 4:30 PM Winnipeg time.
- E2.7 The Risk Management Division of the City is responsible for the insurance portfolio, claims management, claim adjusting, risk management, risk retention (insurance reserve fund, WCB mortality reserve fund), loss control/prevention, WCB appeals, and related matters. The City has a significant self-insured liability and property retention, and completely self-insures its professional, environmental and employment practices exposures. All current policies are renewed on an annual basis. It should be noted that while Workers Compensation falls under the Risk Management division it is not party to this bid.
- E2.8 The City sponsors, supports and /or manages several projects for which specific risk management and insurance program structures are required. These projects can be significant and may require solutions unique to the projects, proponents, and partnerships charged with project management.

E3. APPENDIX A

- E3.1 The following Appendices are applicable:
- (a) Current City of Winnipeg Insurance Policies